BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work: - Restoration and Improvements of Balance roads of AMS layout, Venugopal layout, Akashvani layout, Chikkabettahalli layout, Mahi layout and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-04)

Estimate Cost: 1000.00 Lakhs

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EXECUTIVE ENGINEER
YELAHANKA DIV

BRUHAT BANGALORE MAHANAGARA PALIKE

No. BBMP/YNK-D/EE/E-PMT-08/2021-22

Office of the Executive Engineer,
Yelahanka Division. Yelahanka Zone,
Bangalore-560064, Dated:
30/08/2021.

INVITATION FOR TENDER (IFT)
(Two Cover system)

SHORT TERM TENDER
(Through GOKe-Procurement Portal Only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (vizhttps://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract **as per standard tender document KW-4**
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be submitted EMD Declaration Copy (As per Government order No:FD/675/expe-12/2020 Bangalore Dated 22-12-2020)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **30-09-2021** and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents

SL No	Name of the Project	Estimate Cost (Rs In Lakhs)	Eligibility	Period of Completion
01	Restoration and Improvements of roads at Suryavamshi layout, Synikavihara layout, Sai Vihara layout, Naidu layout, Nagenahali layout and surrounding areas in ward no -02. of Yelahanka Sub division (PACKAGE NO-01)	1000.00	As Per E-Proc Portal	06 months
02	Restoration and Improvements of Balance main and cross roads of Nagenahalli , Harohalli , Kenchenahalli villages, Srinidhi layout, ISRO layout,KEB layout and surrounding areas in ward no -02. of yelahanka Sub division (PACKAGE NO-02)	1350.00	As Per E-Proc Portal	06 months
03	Restoration and Improvements of Balance roads of Ambhabhavani layout, Ambhabhavaninagara, SLN Enclave, KereAnjeenappa layout. Sainagar Phase -2 , Anugraha layout, Avikya layout and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-03)	1000.00	As Per E-Proc Portal	06 months

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Executive Engineer
Bruhat Bangaluru Mahanagara Palike
Yelahanka, Division

04	Restoration and Improvements of Balance roads of AMS layout, Venugopal layout, Akashvani layout, Chikkabettahalli layout, Mahi layout and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-04)	1000.00	As Per E-Proc Portal	06 months
05	Restoration and Improvements of Balance roads of Chikkabettahalli, Doddabettahalli village, Adityanagara Phase -01 and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-05)	1000.00	As Per E-Proc Portal	06 months
06	Restoration and Improvements of Balance roads of Ananthapura village, Prakruthi layout, Nisarga layout and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-06)	1000.00	As Per E-Proc Portal	06 months
07	Restoration and Improvements of Balance roads of Brundhavana layout, Balaji layout, BHEL 1st phase and 2nd phase layout, Lakshmaiahreddy layout, Naidu layout, Jyothinagara 2nd and 3rd phase, Ramanna garden and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-07)	1000.00	As Per E-Proc Portal	06 months
08	Restoration and Improvements of roads M.S Palya, Aishwarya Bakery road , Giridhamanagara and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-08)	1000.00	As Per E-Proc Portal	06 months
09	Restoration and Improvements of roads at Hesaraghatta main road, G Ramaiah layout, SaiArchade layout, Vijaya bank layout, Adityanagara Phase -02 and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-09)	1150.00	As Per E-Proc Portal	06 months
10	Restoration and Improvements of Mahalakshmi layout, Balaji layout, Best County-II & III, Bhaskar Reddy, Andhra layout,thirumalanagara and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-10)	2000.00	As Per E-Proc Portal	06 months
11	Restoration and Improvements of Channamma and Narayanappa layout, Narayanagowda layout, Basavalingappa layout and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-11)	1000.00	As Per E-Proc Portal	06 months
12	Restoration and Improvements of roads from Doddaballapura main road to Nagarjuna collage, Kaveri layout, Chowdappa layout, Maruthinagara, Hariraja layout and surrounding areas in ward no -03 of Yelahanka New town Sub divisio (PACKAGE NO-12)	1000.00	As Per E-Proc Portal	06 months
13	Restoration and Improvements of Balance roads of Chowdeshwari layout, Mariyappa layout, Muniraju layout, jyothinagara 1st main road, Deo Marvel layout, Sainagara phase-I and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-13)	1100.00	As Per E-Proc Portal	06 months

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EXECUTIVE ENGINEER
YELAHANKA DIV

Executive Engineer
Bruhat Bangalore Mahanagara Palike
Yelahanka Division

of such change in address from the bank, Income tax, GST authorities etc. Failure to do so liability lies on the Contractor / Agency what so ever.

11. The Work shall be commenced with all Men, Material Tools and Plants within 7 days from the Date of Work Order, failing to which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tendered.
12. Defect Liability Period (DLP) and Maintenance Period will be as per Commissioner Order No: D/¦ J¸ï Dgï/G-5317/2012-13 ¢£ÁAPÀ: 28.09.2012
13. FSD will be refunded only after Defect Liability Period (DLP) as per Condition 12.
14. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **90 days** beyond the validity of the tender.
15. For Asphalting works, like Pothole filling, Chip Carpeting, B.M & B.C etc., those who own their hot mix plant & mechanical paver only need apply. Such of those tenderer will have to furnish the list of machinery equipment along with the copy of the Registration Certificate at the time of scanning of tender documents.
16. Frequency of the Quality tests of all the materials and other tests have to be conducted by contractor as per Specifications for Road and Bridge Works (5th Revision) and IRC:SP:11-1984 Handbook of Quality Control for Construction of Roads and Runways, IRC:SP:112-2017 Manual for Quality Control in Road and Bridge Works, IRC:SP:47-1998 Guidelines on Quality Systems for Road Bridges (Plain, Reinforced, Prestressed), RC:SP:57-2000 Guidelines for Quality Systems for Road Construction and Composite Concrete and SP:7-2005 National Building Code of India & other relevant Indian standards in his laboratory or any other Laboratory assigned by the BBMP on his own cost in presence of Engineer/ consultants appointed by BBMP.
17. As per Govt. Order No: LD 300/LET/2006, Dated: 18.07.2007, 1% of the bill amount will be deducted and remitted to Karnataka State Building & Other Construction Employees Welfare Board.
18. The Tenderers are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenderers to qualify for award of the contract **(Standard Tender Document KW 1 & 2** also Tenderers are advised to go through the Standard Bid Documents.
19. Any Corrigendum / Modification will be notified in the Notice Board of the Undersigned.
20. The BBMP reserves the right to accept/reject any or all tenders without assigning any reasons what so ever.
21. **Successful Tenderer should deliver to the employer a security deposit equivalent 3% of the Contract price in form of DD / Bank Guarantee in favour of Commissioner BBMP otherwise action will be initiated as per Standard Bid document clauses.**
22. **An additional security for unbalanced bids (difference amount 50%) in the form of DD/ Bank Guarantee to be submitted in favour of Commissioner BBMP to the undersigned before opening of the technical bid otherwise there bids will be rejected.**
23. The Tender Accepting Authority shall have the power to accept or to reject any tender without assigning any reason thereof.
24. GST will be paid to the tendered amount separately only for 2018-19 schedule of rates and for GST/VAT is included in other than 2018-19 schedule of Rates.
25. As per Government Circular No. CI 81 MMN 2014 Dt: 18.02.2014 &UÀ¨sÀÆE:r¹©/ PÀUÀUÀÄ/gÁ.¥À.PÉÆÃ/2013-14 ¢£ÁAPÀ: 13.03.2014 the contractors are liable to pay royalty in terms of the contract if they are not able to produce the materials purchased document / MDP's from where they purchase.
26. Black Listed Contractors / in Govt. / Quasi Govt. / Boards / BBMP etc., are not eligible to quote, if found such Tenders will be rejected.
27. All the participants should produce all the original documents for verification whenever necessary.

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EXECUTIVE ENGINEER
YELAHANKA DIV.

2. Copy submitted to the Special Commissioner (Projects) for kind information.
3. Copy submitted to Zonal Commissioner (Yelahanka) For Kind Information.
4. Copy submitted to the Special Commissioner (Finance) & Tender bulletin officer, BBMP for requesting to publish the tender notification in tender bulletin.
5. Copy submitted to the Joint Commissioner (Yelahanka) for kind information.
6. Copy submitted to the Engineer-In-Chief for kind information.
7. Copy submitted to the Chief Engineer (Yelahanka) for kind information.
8. Copy submitted The Deputy Commissioner (Bengaluru Urban) for kind information & requested to arrange for publication and to send a copy of the same to this Office for further action.
9. Copy submitted to Chief Auditor / Chief Account officer for kind information
10. Copy submitted to D.C.F (Yelahanka) for information.
11. Copy to Public Relationship Officer, BBMP with request to make arrangements for publication of notification in two leading daily Kannada and English Bangalore based Newspapers as the case may be within next two days & requested to communicate the same to this Office as early as possible.
12. Copy to Acct. Suptd. / Cashier of Division office for Necessary Action..
13. Copy to IT Advisor with Soft copy for needful action to place in the BBMP website.
14. Copy to Store Keeper/ Records Section, Mayo Hall, Bangalore for information and need full action.
15. Copy to Assistant Executive Engineer (Yelahanka sub Division and Satellite Town Sub Division) for Information & Necessary Action.
16. Notice Board / Office Copy.

Executive Engineer
Yelahanka Division
Bruhath Bangalore MahanagaraPalike

Contents

CONTRACTOR

Executive Engineer
YELAHANKA DIV.
Bruhat Bangaluru Mahanagara Palike
Yelahanka, Division

		Page No.
A.	**General**	8
1.	Scope of Tender	8
2.	Eligible Tenderers	8
3.	Qualification of the Tenderer	10
4.	One Tender per Tenderer	10
5.	Cost of Tendering	10
6.	Site Visit	10
B.	**Tender Documents**	10
7.	Content of Tender documents	10
8.	Clarification of Tender Document	10
9.	Amendment of Tender documents	11
C.	**Preparation of Tenders**	11
10.	Documents comprising the Tender	11
11.	Tender prices	11
12.	Tender validity	12
13.	Earnest money deposit	12
14.	Format and signing of Tender	12
D.	**Submission of Tenders**	13
15.	Sealing and marking of Tenders	13
16.	Deadline for submission of Tenders	13
17.	Late Tenders	14
18.	Modification and Withdrawal of Tenders	14
E.	**Tender opening and evaluation**	14
19.	Opening of First Cover of all Tenders and evaluation to determine Qualified Tenderers	15
20.	Opening of Second Cover Tenders of qualified Tenders and evaluation	15
21.	Process to be confidential	15
22.	Clarification of Tenders	15
23.	Examination of Tenders and determination of responsiveness	16
24.	Correction of errors	16
25.	Evaluation and comparison of Tenders	16
F.	**Award of contract**	16
26.	Award criteria	16
27.	Employer's right to accept any Tender and to reject any or all Tenders	17
28.	Notification of award and signing of Agreement	17
29.	Security deposit	
30.	Advance payment and Security	
31	Corrupt or Fraudulent Practices	

A. General

1. Scope of Tender

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV.

Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

Sl No	Description of equipment	Qty	Ownership
1	Hot Mix Plant	1 No	Own/Lease
2	Excavator	2 Nos	Atleast 50% own
3	Concrete Mixer Machine	2 Nos	Atleast 50% own
4	Mechanical paver finisher	1 No	Own/Lease
5	Vibratory Road Rollers with Capacity 8-10 Tonne	1 No	Own/Lease
6	Tractor Mounted with Air compressor for cleanin	1 No	Own/Lease
7	Truck Mounted with heating bitumen in boiler fitted with spray set	1 No	Own/Lease
8	Tippers	4 Nos	Atleast 50% own
9	Water Tanker	2 Nos	Atleast 50% own

(b) Liquid assets and /or availability of credit facilities of not less than **Rs. 2.6 Crores** (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc.

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

Where

A = Maximum value of civil engineering works executed in any one year during the last five years *(updated to* **2020-2021** *price level)* taking into account the completed as well as works in progress.
N = Number of years prescribed for completion of the works for which tenders are invited.
B = Value, at **2020-2021** price level, of existing commitments and on-going works to be completed during the next **06 months**

Note: ***The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.***

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements, and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

Executive Engineer
Bruhat Bangaluru Mahanagara Palike
Yelahanka, Division

10.1.2 **Second Cover:**

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.** Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **one hundred eighty (180) days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates

a) upto Rs.20 Lakhs - 2.5%

b) Rs.20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-

c) Rs.1 crore and above up to Rs.10 crores – 1.5% subject to a minimum of Rs. 2,00,000/-

d) Rs.10 crores and above – 1% subject to a minimum of Rs.15,00,000/-.

e) Fixed Deposit Receipt (FDR) subject to the following condition

- Maturity date of FDRs issued by the Bank should be beyond the date expected date of finalization of the tender.

Earnest money deposit will have to be in any one of the forms as specified in the Tender document and as per circular PWD:15:ITC:2008/2009 Dated:02-12-2010 (Minimum of Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee/FDR issued by Nationalized/Scheduled Bank and shall have to be valid for 90 days beyond the validity of the tender.

As per Circular: PWD:15:ITC:2008/2009 Dated:02-12-2010 the Tenderer shall submit the ORIGINAL BG/FDR for Part EMD on or before the Opening of Technical Bid, if failed to submit, the bid will be rejected and the initial amount deposited through e-procurement will be forfeited and further their names will be proposed for Black Listing if resorted repeatedly.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

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Yelahanka, Division

16. Deadline for submission of the Tenders

16.1 Tenders must be received by the Employer at the address specified above no later than **30-09-2021. at 16.00 hours** In the event of the specified date for the submission of tenders being declared a holiday for the Employer, the tenders will be received up to the appointed time on the next working day.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 Any Tender received by the Employer after the deadline prescribed in Clause 16 will be returned unopened to the Tenderer.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify contents of First or Second Covers separately for each Cover or withdraw their Tenders by giving notice in writing before the deadline prescribed in Clause 16.

18.2 Each Tenderer's modification separately for each Cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 14 & 15, with the outer and inner envelopes additionally marked **"MODIFICATION FOR FIRST/SECOND COVER"** or **"WITHDRAWAL"**, as appropriate.

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

19. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the First Covers of all the Tenders received (except those received late or withdrawn), including modifications for First Cover made pursuant to Clause 18, in the presence of the Tenderers or their representatives who choose to attend on **01-10-2021 at 16.00 hours** on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 Envelopes marked **"WITHDRAWAL"** shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 18 shall not be opened.

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.[4]

[4] **Refer GOK circular No. PWD 1359 SO/FC 2001 (P-2) dated 30th June 2003.**

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EXECUTIVE ENGINEER
YELAHANKA DIVISION

Executive Engineer
Project Secretary, Mahanagara Palike
Yelahanka, Division

Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[6], and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24, and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation.

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without

[6] Clause 25(2) of Chapter VI of KTPP Rules 2000 states that " in case of discrepancy between the price quoted in words and figures, the lower of the two shall be considered".

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YELAHANKA DIV.

Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____ (Attach Copy)

Principal place of business: _____

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant

2016 - 17 .....
2017 - 18 .....
2018 - 19 .....
2019 - 20 .....
2020 - 21 .....

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of Actual date of	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above.

Year	Name of Work	Name of Employer	Quantity of work performed (cum)[7]			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2016-17						
2017-18						
2018-19						
2019-20						
2020-21						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers –in-Charge	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

[7] Items of work for which data is requested should tally with that specified in ITT Clause 3.

CONTRACTOR

EXECUTIVE ENGINEER
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Executive Engineer
Brihat Bengaluru Mahanagara Palike
Yelahanka, Division

SECTION 4: FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: .....

.....

(To be filled in by the Employer before issue of the Tender document)

Tender

To : .....

Address .....

.....

(To be filled in by the Employer before issue of the Tender document)

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of ..... *[in figures]* (.....) *[in letters]* [9]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs .....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature

Name & Title of Signatory _____

Name of Tenderer _____

Address: .....

.....

[9] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

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Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

Agreement Form

Agreement

This agreement, made the .....day of .....20.....,
between.....
.....[name and address of Employer]
(hereinafter called "the Employer") of the one part and
.....[
name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute
.....
[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of .....
Signed, Sealed and Delivered by the said
.....
.....
in the presence of:
Binding Signature of Employer
.....
Binding Signature of Contractor
.....

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body who's Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures,
(A) prevent loss or damage to physical property from occurring by taking appropriate measures or
(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :
(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIVISION

Executive Engineer
Bruhat Bangalore Mahanagara Palike
Yelahanka, Division

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

COST CONTROL

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

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YELAHANKA DIV.

Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer s Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be exclusive of GST and inclusive of other taxes that the Contractor will have to be paid for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment:

GO-1 (As per the G.O. No.FD 3 PCL 2008, Bangalore, Dated: 21.11.2008)

If the period of execution is more than 6 months but less than or equal to 12 months for work costing more than Rs.50 lakhs, star rates in respect of specified materials (cement, steel and bitumen) only shall be payable to the contractor based on the all India average wholesale price index for the said materials. The star rates adjustment shall be as per the increase or decrease in the index as applied to the said materials between the last date for receiving bids and the date of execution as per the approved programme of works submitted by the contractor at the time of execution of agreement which shall mandatorily be a part of the agreement.

Government order-02.GO.N.791 Exp-12/2015.dated.26.02.2016 Bangalore – Provision for price adjustment for specified materials for works – is under clarification as per Government order action taken.

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.[10]

(a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;
(b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)
(c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.
(d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

[10] Refer GOK Order No.FD 59 Pro.Cell 2004, Bangalore Dated 26th November 2004

CONTRACTOR

EXECUTIVE ENGINEER
Executive Engineer
Bruhat Bangaluru Mahanagara Palike
Yelahanka, Division

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted.

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted.

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) The Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

Executive Engineer
Bruhat Bangaluru Mahanagara Palike
Yelahanka, Division

7. Mix Designs for Concrete and Asphalt work should be got approved by Chief Engineer before commencement of Work.
8. 63/51 mm Double Walled Corrugated HDPE Duct should have the inner layer as silicore marking the duct manufacturer and also size of the duct. The Duct should conform to ISO Certification and the colour of duct should be orange or blue for better identity.
9. The Contractor shall provide One four wheeler along with driver, fuel expenses to Project Engineers in-charge of work to facilitate and co-ordinate the supervision of the work.
10. The Contractor shall establish field lab and field office to facilitate quality assurance of execution of works.
11. The hot mix plant unit should be within the radius of 40km from Vidhanasoudha, Bangalore
12. The availability of hot mix plant and ownership will be ascertained by physical inspection at the time of technical evaluation by the evaluation authority
13. GST Shall be Paid to the Tendered Amount Separately
14. Tenderer should have Registered with EPF and ESI authorities. Certification should be produced at the time of Tendering OR else being entering into the Agreement.

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

Executive Engineer
Brihat Bangaluru Mahanagara Palike
Yelahanka, Division

Milestone 1 i.e Financial Progress for Rs. 2.88 Crores within 02 Months from the date of work order (33%)
Milestone 2 i.e Financial Progress for Rs. 5.77 Crores within 04 Months from the date of work order (66%)

Milestone 3 i.e Financial Progress for Rs. 8.75 Crores within 06 Months from the date of work order (100%)

The Site Possession Date is:[13] **Date of work order** [21]

The Site is located at **Attur Ward No 03** [1.1]
and is defined in drawings

The Defects Liability Period is **3 Years** for roads asphalted with both BM/DBM and BC [14]. [31]
The Defects Liability Period is **1 Year** for roads asphalted with only BC [15].
The Defects Liability Period is **1 Year** for civil works

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance[16]
(i)	Works of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party[17]	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula,[18] [40]

R= Value of work as defined in Clause 40.1 of Conditions of Contract.

Adjustment for labour component.

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula

$V_L = 0.85 \times P_L / 100 \times R \times (L_t - L_o) / L_o$ Where,

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour,

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[13] At the time of preparation of the tender document give the period after the issue of work order, when the site would be made available to the contractor, for example 'one week after the issue of work order'
[14] The period should depend up on the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)
[15] The period should depend up on the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)
[16] Employer to specify as per requirement. Exclusions if any should also be specified.
[17] Specify an appropriate figure. For normal works it could be Rs.20 lakhs to cover 4 persons @Rs.5 lakhs each.
[18] The Formula has some normal components. It should be changed if need be to suit the nature of the work.

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV.

Executive Engineer
Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

V_B = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rate for bitumen.

B_o = The official retail price of bitumen at the IOC /HPCL/BPL or any other depot at .....[23] on the day 30 days prior to the date of opening of Bids.

B_i = The official retail price of bitumen at the IOC/HPCL/BPL or any other depot at ..... for the 15th day of the middle calendar month of the quarter under consideration.

P_B = Percentage of bitumen component of the work.

Adjustment of Fuel and Lubricant component.

(v) Price adjustment for increase or decrease in cost of Fuel and Lubricants shall be paid in accordance with the following formula:

$$V_F = 0.85 \times P_F/100 \times R \times (F_i - F_o)/ F_o, \text{ Where,}$$

V_F = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for Fuel and Lubricants.

F_o = The official retail price of High Speed Diesel (HSD) at the IOC/HPCL/BPL or other consumer pump at Bangalore on the day 30 days prior to the date of opening of Bids.

F_i = The official retail price of HSD at the IOC/HPCL/BPL or other consumer pump at Bangalore for the 15th day of the middle calendar month of the quarter under consideration.

P_F = Percentage of Fuel and Lubricant component of the work.

Note: For the application of this Clause the price of HSD[24] has been chosen to represent Fuel and Lubricant Group

Adjustment for Plant and Machinery Spares Component.

(vi) Price adjustment for increase or decrease in the cost of plant and machinery spares procured by the contractor shall be paid in accordance with the following formula:

$$V_P = 0.85 \times P_P/100 \times R \times (P_i - P_o)/P_o, \text{ Where}$$

V_P = Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for plant and machinery spares.

P_o = The all India average wholesale price index for Heavy machinery and parts for the quarter preceding the date of opening of bids, as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_i = The all India average wholesale price index for Heavy machinery and parts for the quarter under consideration as published by the Office of the Economic Advisor, Ministry of Commerce and Industry, Government of India, New Delhi

P_B = Percentage of Plant and Machinery Spares component of the work.

Note: For the application of this Clause index of Heavy Machinery and Parts[25] has been chosen to represent the Plant and Machinery Spares Group.

Adjustment for Other materials.:

(vii) Price adjustment for increase or decrease in the cost of other materials other than cement, steel, bitumen and Fuel and Lubricants[26], procured by the contractor shall be paid in accordance with the following formula:

$$V_M = 0.85 \times P_M/100 \times R \times (M_i - M_o)/M_o, \text{ Where}$$

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[23] Insert the nearest location of POL Depot

[24] This could be appropriately changed to any other item depending on the nature of work.

[25] This could be appropriately changed to any other item depending on the nature of the work.

[26] Add, delete or change depending on the nature of work.

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIVISION

Executive Engineer
Bruhat Bangaluru Mahanagara Palike
Yelahanka, Division

Three [33] months from the date of payment of first installment of advance, whichever period concludes earlier, and shall be made at the rate of 7.5% percent of the amounts of all Interim Payment Certificates until such time as the loan has been repaid, always provided that the loan shall be completely repaid prior to the expiry of the original time for completion pursuant to Clauses 17 and 26.

[34]The date by which "as-built"[35] **drawings (in scale 1:1000[36])** in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

[37]The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be.

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is **Rs 1,00,000/-**

(The amount should be sufficient to get the completion drawings or Operating and Maintenance Manuals prepared by alternative agency in case the contractor fails to submit.) [48]

The following events shall also be fundamental breach of the contract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC

The percentage to apply to the value of the work not completed representing the Employer's Additional cost for completing the Works shall be 30 percent (30%). [50.1]

(Change if need be. It should be sufficient to get the balance of works completed by alternative agency.)

SECTION 7: SPECIFICATIONS

As per specifications mentioned in BOQ

SECTION 8: DRAWINGS
(Enclosed)

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[33] To be filled up by the Employer before issue of the tender document; say 'Three or four months'
[34] Score out whichever is not applicable.
[35] Completion drawings
[36] Specify an appropriate scale
[37] Score out which ever is not applicable.

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV.

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Bruhat Bengaluru Mahanagara Palike
Yelahanka, Division

SECTION 9: BILL OF QUANTITIES

BRUHAT BANGALORE MAHANAGARA PALIKE

NAME OF WORK :- Restoration and Improvements of Balance roads of AMS layout, Venugopal layout, Akashvani layout, Chikkabettahalli layout, Mahi layout and surrounding areas in ward no -03 of Yelahanka New town Sub division (PACKAGE NO-04) (Number of Works-02)

SCHEDULE-B

Item No	Description of Work	Unit	Total Quantity as per Estimation	Rate as per estimate in Rs.	
				In Figures	In Words
1	Removing and refixing stone slabs of drains and pointing in CM (1:3) complete as per specification and directions of the Engineer in charge.	Sqm	998.57		
2	Providing two line dressing to granite stone slab / granite stone masonry complete as per specification and directions of the Engineer in charge.	Sqm	998.57		
3	Earthwork excavation by manual means for roads, drains & similar works in ordinary soil excavated surface levelled and sides neatly dressed, the disposed earth to be levelled neatly after breaking of clods complete as per specification and directions of the Engineer in charge.	Cum	8302.02		
4	Providing and laying in position plain cement concrete of mix 1:4:8 with OPC cement @ 180kgs, with 40mm and down size graded granite metal coarse aggregates @0.85cum and fine aggregates @ 0.57cum machine mixed, machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation, including cost of all materials, labour, HOM of machinery, curing complete as per specification and directions of the Engineer in charge.	Cum	1387.59		

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

5	Providing laying plain/ reinforced cement concrete for side Drains Using M20 nominal mix Concrete with OPC at 300kgs.With 20mm and Down size granite metal coarse aggregate at 0.69cum and fine aggregate at 0.43cum Machne mixed, well compacted for wall and Bottom including centering shuttering,cost of materials,HOM of Machinery,Curing Etc.,Complete Excluding cost of Steel as per morth MORTH specification No. 1500, 1700, 2200. Including Cost of material, Labour, HOM complete as per specification and directions of the Engineer in charge.	Cum	2699.81			
6	Providing T.M.T bars Fe 500 steel reinforcement for R.C.C work including straightening, cutting, bending, hooking, placing in position, lapping and / or welding wherever required, tying with binding wire and anchoring to the adjoining members wherever necessary complete as per design (laps, hooks and wastage shall not be measured and paid) cost of materials, labour, HOM of machinery complete as per specification and directions of the Engineer in charge.	tonne	164.76			
7	Providing and Fixing pre cast covering Slab made out of CC 1:2:4 with 10cm thick and Finishing cutting ,including form work,curing,including cost of alll materials, labour,hire charges of machinery,loading,unloading,lead and lift,transportation etc ,complete as per specification and directions of the Engineer in charge. (Data Rate)	Sqm	6123.22			
8	Providing and fixing RCC precast cover slab of 230mm thick for drain in cement concrete 1:1.5:3 using graded granite jelly 20mm and down size with steel reinforcement, including form work, lift charges, curing and concrete finished surfaces on both sides etc, complete and as per drawing and the directions of Engineer in-charge. (Data Rate)	Sqm	414.18			
9	Providing and laying in position plain cement concrete of Mix 1:2:4 with OPC @ 240kgs, with 20mm and down size graded granite metal coarse aggregates @ 0.878 cum and fine aggregtes @ 0.53cum, machine mixed, concrete laid in layers not exceeding 15 cms. thick, well compacted, in foundation, plinth and cills, including cost of all materials, labour, HOM curing complete as per specification and directions of the Engineer in charge.	Cum	159.07			

CONTRACTOR

EXECUTIVE ENGINEER
VELAHANKA DIVISION

10	Providing and fixing pre cast solid cement concrete kerb stones made out of CC 1:2:4 with top and bottom width 114 and 165 mm respectively, 400mm high and 450mm in length finished with CM 1:3 plastering and finishing cutting including formwork, curing, including cost of materials, labour charges of machinery, loading and unloading, lead and lift, transportation ete.,complete as per specification and directions of the Engineer in charge.	Nos	17675.00		
11	Painting two coats after filling the surface with synthetic enamel paint in approved shades on new plastered concrete surfaces, with materials, labour complete as per specification and directions of the Engineer in charge.	Sqm	2783.76		
12	Excavation for roadwork in all types of soil by mechanical means including cutting and loading to tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross sections, and transportation with a lead of 1.00 km and complete as per specification and directions of the Engineer in charge.	Cum	4809.48		
13	Compaction of original ground by mechanical means including filling in depression occuring during rolling including cost of all labour, HOM complete as per specification and directions of the Engineer in charge.	Sqm	13741.38		
14	Construction of granular sub-base Grading-V as Sub-base and drainage layer by providing coarse graded crushed stone aggregates of granite/ trap/basalt material, mixing in a mechanical mix plant at OMC, Carriage of mixed material to work site, spreading in uniform layers with motor grader on prepared surface and compacting with vibratory power roller to achieve the 98 % proctor density,complete as per specification and directions of the Engineer in charge.	Cum	2061.21		
15	Providing, laying, spreading and compacting cushed stone aggregates of granite / trap / basalt to wet mix macadam specifications including pre mixing the material with water at OMC in mechanical mix plant carriage of mixed materials by tipper to site, laying in uniform layers with paver in sub-base/base course on well prepared surface and compacting with vibratory roller to achieve the desired density complete as per specification and directions of the Engineer in charge.	Cum	2748.28		

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

10	Providing and fixing pre cast solid cement concrete kerb stones made out of CC 1:2:4 with top and bottom width 114 and 165 mm respectively, 400mm high and 450mm in length finished with CM 1:3 plastering and finishing cutting including formwork, curing, including cost of materials, labour charges of machinery, loading and unloading, lead and lift, transportation etc.,complete as per specification and directions of the Engineer in charge.	Nos	17675.00		
11	Painting two coats after filling the surface with synthetic enamel paint in approved shades on new plastered concrete surfaces, with materials, labour complete as per specification and directions of the Engineer in charge.	Sqm	2783.76		
12	Excavation for roadwork in all types of soil by mechanical means including cutting and loading to tippers, trimming bottom and side slopes, in accordance with requirements of lines, grades and cross sections, and transportation with a lead of 1.00 km and complete as per specification and directions of the Engineer in charge.	Cum	4809.48		
13	Compaction of original ground by mechanical means including filling in depression occuring during rolling including cost of all labour, HOM complete as per specification and directions of the Engineer in charge	Sqm	13741.38		
14	Construction of granular sub-base Grading-V as Sub-base and drainage layer by providing coarse graded crushed stone aggregates of granite/ trap/basalt material, mixing in a mechanical mix plant at OMC, Carriage of mixed material to work site, spreading in uniform layers with motor grader on prepared surface and compacting with vibratory power roller to achieve the 98 % proctor density,complete as per specification and directions of the Engineer in charge.	Cum	2061.21		
15	Providing, laying, spreading and compacting cushed stone aggregates of granite / trap / basalt to wet mix macadam specifications including pre mixing the material with water at OMC in mechanical mix plant carriage of mixed materials by tipper to site, laying in uniform layers with paver in sub-base/base course on well prepared surface and compacting with vibratory roller to achieve the desired density complete as per specification and directions of the Engineer in charge.	Cum	2748.28		

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

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Note:

(1)

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(3)

CONT

16	Providing and applying primer coat with S.S. bitumen emulsion on prepared surface of granular base such as WMM including cleaning of road surface and spraying primer at the rate of 0.60 kg / sqm using mechanical means complete as per specification and directions of the Engineer in charge.	Sqm	13741.38		
17	Providing and laying dense graded bituminous macadam using crushed aggregates of specified grading, premixed with VG30 grade bituminous binder and, transporting the hot mix to work site, laying to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction in all respects complete as per specification and directions of the Engineer in charge.	Cum	687.07		
18	Providing and applying tack coat using 80/100 grade bitumen(VG10) on the prepared black topped surfaces at 2.5 kg per 10 sqm, heating bitumen in boiler fitted with spray set (excluding cleaning of road surface) including cost of all materials, labour, HOM complete as per specification and directions of the Engineer in charge.	Sqm	13741.38		
19	Providing and laying bituminous concrete using crushed aggregates of specified grading, premixed with bituminous binder and filler, transporting the hot mix to work site, laying with a paver finisher to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction in all respects complete as per specification and directions of the Engineer in charge.	Cum	549.66		
20	Road Marking with Hot Applied Thermoplastic Compound with Reflectrising Glass Beads on Bituminous Surface/ Concrete Surface: Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectorising glass beads at 250 gms per sqm area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35 standards specified. The finished surface to be level, uniform and free from streaks and holes complete as per specification and directions of the Engineer in charge.	Sqm	444.82		

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern.

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV.

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24 1 (b)]

(5) GST will be paid separately to the Tendered Amount

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: ..... *[name of Employer]*
..... *[address of Employer]*

WHEREAS ..... *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated : ..... to execute ..... *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[amount of guarantee]* [38]_Rupees ..... *[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]*[39] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[38] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[39] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIVISION

Executive Engineer
Bruhat Bangalore Mahanagara Palike
Yelahanka, Division